

AHCCCS TPD ASAM CONTINUUM Subscription Order Form



Please fill out the following order form to purchase ASAM CONTINUUM® subscriptions for users at your agency who will be using your EHR to launch the ASAM CONTINUUM assessment.

ASAM CONTINUUM is a comprehensive ASAM Criteria computer guided assessment, which aids clinicians in conducting a full biopsychosocial assessment that addresses all six dimensions of the ASAM Criteria. ASAM CONTINUUM provides an ASAM Criteria final level of care placement recommendation included in the Summary Report and a Biopsychosocial Narrative Report.

Users will enjoy the following benefits:

- Gain access to the only ASAM Criteria endorsed software assessment
- ✓ Perform an unlimited number of assessments
- Each HIPAA covered entity receives their own system agency and user logins
- Privacy is managed through comprehensive security

Subscriptions are purchased annually on a per user basis and are non-refundable. While subscriptions are for use by a specific user, subscriptions can be transferred to a new user, to account for turnover.

We understand and anticipate the over-usage of CONTINNUM and CO-Triage accounts to account for employee turnover. We allow a 10% of your total number of subscriptions margin. If our monthly audit shows an over-usage consistently, or over 10%, we will reach out to you to discuss further, whether that be disabling accounts or purchasing additional subscriptions.

ASAM CONTINUUM™					
Subscription #	Volume Discount		Distributor Price (per user per year)		End User Price (per user per year)
1 to 50	0%	\$	403.20	\$	504.00
51 - 150	5%	\$	383.04	\$	479.00
151 -250	10%	\$	362.88	\$	454.00
251 - 500	15%	\$	342.72	\$	428.00
500+	20%	\$	322.56	\$	403.00

CO-Triage®					
Subscription #	Volume Discount		Distributor Price (per user per year)		End User Price (per user per year)
1 to 50	0%	\$	115.20	\$	144.00
51 - 150	5%	\$	109.44	\$	137.00
151 -250	10%	\$	103.68	\$	130.00
251 - 500	15%	\$	97.92	\$	122.00
500+	20%	\$	92.16	\$	115.00





ORDER FORM

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Product	Distributer Price (See above table for pricing)	# of Subscriptions			
CONTINUUM	\$				
CO-Triage	\$				
	TOTAL:				



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Please complete this order form and the
required BAQSOA and return with your check
to·

FEI Systems Attn: FEI Accounting 9755 Patuxent Woods Drive Columbia, Maryland 21046

Make checks payable to FEI Systems.

If you prefer to pay by ACH/EFT:

Submit your payment as follows:

M&T Bank 10025 Governor Warfield Parkway Columbia, MD 21044 410-964-6850

Account #: **9866970263** ABA #: **022000046**

Contact Name:		
Email:		
Phone:		
Agency Name:		
Payment Form:	☐ Check	☐ ACH/EFT
RBHA Affiliation:		
RBHA Rep Name:		
RBHA Rep Email:		
Billing Address:		

To ensure prompt processing, please add your email address as a memo to the ACH/EFT payment. You may then submit your completed order form, BAQSOA, and ACH/EFT payment confirmation number to:

AHCCCS WITS Orders@FEISystems.com

Please use the table below to indicate the staff administrator(s) at this agency who will be responsible for setting up new users at their agency.

	Staff Administrator: First, Last	Staff Administrator email	Gender: M/F	AZ WITS Agency and Facility
1.				
2.				

Terms & Conditions

By submitting this TPD ASAM CONTINUUM Order Form ("Order Form") to FEi.com, Inc. dba FEI Systems ("FEI"), the above-named Entity ("Customer") hereby agrees to be bound by the following terms and conditions. These terms and conditions shall cover the obligations as between FEI and Customer.

1. The individual listed under "Contact Name" on page 2 of the Order Form is hereby designated as the authorized contact on behalf of Customer. Customer shall promptly notify FEI of any changes to the designated authorized contact.



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- 2. This Order Form only covers Customer's purchases of the subscriptions as described above. To the extent these subscriptions are purchased pursuant to an underlying agreement between separate entities, that agreement shall control the services FEI and/or the American Society of Addiction Medicine ("ASAM"). This Order Form shall not obligate either FEI or ASAM to perform any services other than what is expressly written on this Order Form.
- 3. EXCEPT AS EXPRESSLY SET FORTH IN THIS ORDER FORM, FEI AND ASAM MAKE NO REPRESENTATIONS AND GRANT NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND FEI AND ASAM EACH SPECIFICALLY DISCLAIM ANY AND ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABLITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
- 4. Customer shall pay the correct amount for subscriptions purchased in United States Dollars. FEI reserves the right, in its sole and absolute discretion, to cancel any subscription services and revoke such access at any point in time for any default of Customer that is not remedied within the time period designated by FEI. FEI may, but is not obligated to, refund a pro rata amount of the subscription fee which bears the same ratio to the amount of time remaining on such subscriptions.
- 5. Customer shall have the right to cancel or otherwise terminate the subscriptions if FEI violates a material obligation of this Order Form and does not cure such violation within a period of fifteen (15) days of written notice from Customer. If Customer cancels or terminates its subscriptions pursuant to this provision, Customer is entitled to a refund of a pro rata amount of the subscription fee which bears the same ratio to the amount of time remaining on such subscriptions, measured from the sixteenth (16th) day after Customer provided a cure notice.
- 6. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS ORDER FORM, WHETHER BASED ON BREACH OF CONTRACT, TORTS, NEGLIGENCE, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER ON THIS ORDER FORM.
- 7. Customer agrees to indemnify, defend, and hold harmless FEI and/or ASAM, their affiliates, and their respective officers, directors, employees, representatives, agents, successors and permitted assigns from and against any and all claims made or threatened by the other party or any third party and all related losses, expenses, damages, costs, and liabilities, including reasonable attorneys' fees and expenses incurred in investigation or defense that are related to: (a) actual or alleged injury to any person; damage to any property; or violation of any law, ordinance or regulation arising from or related to this Order Form; (b) commercialization or utilization of any technology applied in connection with this Order Form, including but not limited to the making, using, selling, or exporting of products, processes, or services derived from such technology; and (c) any civil or criminal penalty or fine incurred by either party, its employees, agents, representatives, or suppliers in connection with this Order Form.
- 8. FEI represents that it owns or has sufficient rights to distribute the products supplied through this Order Form. FEI's use of such products: (a) does not and will not infringe or violate the copyright or trade secret rights of any other party; and (b) to the best of FEI's knowledge, does not and will not infringe or violate the actual or prospective patent or trademark rights of any other party. If at any time during the active subscription period FEI has reason and good cause to believe that the foregoing representation is no longer true, it shall promptly inform Customer of such belief and the reason(s) for it.
- 9. This Order form shall be governed by the laws of the State of Maryland without regard to its conflicts of law provisions or the Uniform Computer Information Transactions Act (UCITA). If any provision of this Order Form terms and conditions is determined to be unenforceable by a court of competent jurisdiction, it shall not affect the enforceability of any other provision. An unenforceable provision shall be altered as minimally as possible to become enforceable while preserving the original intent of the provision.